



MISSOURI OFFICE OF STATE COURTS ADMINISTRATOR
P.O. BOX 104480
JEFFERSON CITY, MO 65110-4480

REQUEST FOR PROPOSAL

RFP NO. OSCA 18-006

TITLE: Debt Collection Services

ISSUE DATE: July 12, 2017

CONTACT: Russell Rottmann

PHONE NO.: (573) 522-6766

E-MAIL: osca.contracts@courts.mo.gov

RETURN PROPOSAL NO LATER THAN: 4 p.m., Thursday, August 31, 2017.

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package.

RETURN PROPOSAL TO:

(U.S. Mail)

Office of State Courts Administrator or
Attn: Contracts Section
P.O. Box 104480
Jefferson City, MO 65110 - 4480

(Courier Service)

Office of State Courts Administrator
Attn: Contracts Section
2112 Industrial Dr.
Jefferson City, MO 65109

CONTRACT PERIOD: January 1, 2018 through December 31, 2022.

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions of the Request for Proposal. The offeror further agrees the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of this RFP when countersigned by an authorized official of the Office of State Courts Administrator, a binding contract shall exist between the offeror and the Office of State Courts Administrator.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
COMPANY NAME		
MAILING ADDRESS		
CITY, STATE, ZIP		
CONTACT PERSON		TITLE:
PHONE NO.	FAX NO.	E-MAIL ADDRESS

NOTICE OF AWARD (OSCA USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS:		
CONTRACT NUMBER:		CONTRACT PERIOD:
CONTRACTS SECTION	DATE	STATE COURTS ADMINISTRATOR

1. INTRODUCTION

1.1 Purpose:

- 1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of providing debt collection services of unpaid fees and fines (court debt) as set forth herein.
- 1.1.2 The Supreme Court of Missouri, Office of State Courts Administrator (OSCA), is seeking proposals to provide court debt collection services to the circuit courts, including municipal divisions. It is the responsibility of the offeror to clearly explain how their past experience will give confidence they are qualified to provide the services specified in this document.
- 1.1.3 Section 488.5030, RSMo authorizes any division of the circuit court to contract for the collection of past-due court-ordered penalties, fines, restitution, sanctions, court costs, including restitution and juvenile monetary assessments, or judgments to the state of Missouri or one of its political subdivisions. Section 488.5030, RSMo allows for the fees or costs associated with the collection efforts be added to the amount due; but such fees and costs shall not exceed twenty percent of the amount collected.

1.2 Background Information:

- 1.2.1 Under the supervision and direction of the Supreme Court of Missouri, the Office of State Courts Administrator (OSCA) provides administrative support for the Missouri state court system.
- 1.2.2 The objective of this RFP is to have the selected vendor assume contractual responsibilities for all services outlined in this document. Following approval by the Supreme Court of Missouri, the selected offeror will be awarded a contract.
- 1.2.3 Prospective offerors are encouraged to review this RFP thoroughly, including all requirements, terms, conditions, deadlines, historical data and cost information to ensure submission of a timely and responsive proposal. Notwithstanding the requirements and expectations for the services included in this RFP, OSCA is interested in reviewing progressive ideas. Therefore, offerors are encouraged to suggest alternatives, which will be given full consideration by OSCA, but the offeror must fully document all costs and thoroughly explain the anticipated benefits to OSCA.
- 1.2.4 Although an attempt has been made to provide accurate and up-to-date information, OSCA does not warrant nor represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

OSCA estimates, but does not guarantee, that as of December 31, 2016, approximately \$363 million in unpaid costs, fees and fines. The statistical information on the approximate number of criminal and traffic cases disposed annually in each county are part of the Annual Judicial Statistical report. The cases referred by the courts for collection services include municipal ordinance violations, traffic, misdemeanor, felony, and a limited number of civil cases. The number of cases disposed each year are in Table 1 and Tables 82-85 and provide receivable information. This report may be found on the judicial website or by using this link, <http://www.courts.mo.gov/page.jsp?id=109606>

1.3 Pre-Proposal Conference:

- 1.3.1 A pre-proposal conference regarding this Request for Proposal will be held on **Tuesday, August 8, 2017**, beginning at **9 a.m. Central Daylight Time**, in Alameda A. This room is on the lower level of the

Judicial Department Education Building, 121 Alameda Street, Jefferson City, Missouri 65109. Those wishing to take part of the pre-proposal by telephone, may do so by calling **toll free, 866-630-9354**. The phone line will open at 8:55 a.m. In the Jefferson City area, the local number is 526-6119.

- 1.3.2 All potential offerors are encouraged to attend the pre-proposal conference to ask questions and provide comments on the RFP. **Attendance is not required** in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP as it will be used as the agenda for the pre-proposal conference.
- 1.3.3 Offerors are strongly encouraged to advise OSCA within five (5) working days prior to the scheduled pre-proposal conference of any special accommodations needed for persons with disabilities who will be attending the conference so that these accommodations can be made.
- 1.3.4 Offerors are encouraged to e-mail questions regarding the RFP prior to the pre-proposal conference to osca.contracts@courts.mo.gov . *Response to the questions in the pre-proposal conference is contingent upon when the questions are received.*

1.4 RFP Questions:

- 1.4.1 It is the offeror's responsibility to ask questions, request changes or clarifications, or otherwise advise the OSCA Contracts unit if the offeror believes that any language, specifications or requirements are: (1) ambiguous, (2) contradictory and/or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the offeror's ability to submit a proposal.
- 1.4.2 All questions and issues should be submitted at a minimum of ten (10) working days prior to the due date of the proposal. If not received prior to ten (10) working days before the proposal due date, OSCA may not be able to fully research and consider the respective questions or issues. Questions and issues related to the RFP must be e-mailed to osca.contracts@courts.mo.gov. OSCA responses to questions submitted will be provided to all participating in the RFP process

1.5 Offeror's Contacts:

- 1.5.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the contact person indicated on the first page of this RFP. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the contact person.

2. CONTRACTUAL REQUIREMENTS

2.1 Entire agreement:

- 2.1.1 A binding contract shall consist of:
 - 1 The RFP and amendments (if applicable)
 - 2. The Best and Final Offer (BAFO) request(s) with RFP changes/additions (if applicable);
 - 3. The contractor's proposal including the contractor's BAFO
 - 4. Clarifications of the proposal, if any; and

5. OSCA's acceptance of the proposal by "notice of award."

All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- 2.1.2 OSCA shall not sign nor execute any additional contract, license or other agreements containing contractual terms and conditions as a result of this procurement.
- 2.1.3 A notice of award does not constitute an authorization or a directive to proceed with services. Before providing services, the contractor must receive proper written authorization from OSCA.
- 2.1.4 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and OSCA.

2.2 Contract period:

- 2.2.1 The original contract period shall be January 1, 2018, through December 31 2022. The contract shall not bind, nor purport to bind, OSCA for any contractual commitment in excess of the original contract period.

2.3 Renewal options:

- 2.3.1 OSCA shall have the right, at its sole option, to renew the contract for five (5) additional two (2) year periods or any portion thereof. In the event OSCA exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.3.2 If the option for renewal is exercised by OSCA, the contractor shall agree the prices for the renewal period shall not exceed the maximum allowed per state statute Section 488.5030, RSMo.
- 2.3.3 OSCA does not automatically exercise its option for renewal based upon the maximum price increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated. The contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.4 Contract extension

- 2.4.1 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, OSCA reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period as mutually agreed to by OSCA and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

2.5 Contract price:

- 2.5.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.6 Travel expenses:

- 2.6.1 In the event the contractor is requested to provide on-site support, as listed on the pricing page, the contractor shall be reimbursed according to the OSCA Contractor Travel policy. The OSCA Contractor Travel Policy may be reviewed at <http://www.courts.mo.gov/file.jsp?id=37235>.

2.7 Assignment:

- 2.7.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of OSCA.
- 2.7.2 Consent to assignment shall only be granted when the assignee agrees to be bound by all of the terms and conditions of the contract. Any assignment of moneys shall be void and ineffective to the extent such assignment attempts to impose upon OSCA obligations to additional payment of such moneys; or to preclude OSCA from dealing in all matters pertaining to the contract agreement including, but not limited to, the negotiation of amendments or the settlement of charges due.

2.8 Termination:

- 2.8.1 Upon expiration, termination or cancellation of the contract, the contractor shall assist OSCA to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by OSCA, if requested in writing.
- 2.8.2 The contractor shall deliver, Free On Board (FOB) destination, all records, documentation, reports, data, recommendations or printing elements, etc., which are required to be produced under the terms of the contract to OSCA and/or to OSCA's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to OSCA.
- 2.8.3 The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by OSCA, in order to insure the completion of such service prior to the expiration of the contract.
- 2.8.4 OSCA reserves the right to terminate the contract at any time, for the convenience of the Missouri Judiciary, without penalty or recourse, by giving written notice to the contractor at least ninety (90) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by OSCA pursuant to the contract prior to the effective date of termination.

2.9 Transition:

- 2.9.1 Upon award of the contract, the contractor shall work with OSCA and any other organizations designated by OSCA to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by OSCA.

2.10 Dishonesty Bond:

- 2.10.1 The contractor must have and maintain a Dishonesty Bond in a minimum amount of \$1,500,000.00.
- 2.10.2 The bond shall cover the State of Missouri as additional insured.
- 2.10.3 The bond shall cover any loss caused to the Missouri judiciary through any fraudulent or dishonest act or acts committed by the contractor or any of the contractor's employees, acting alone or in collusion with others by virtue of his/her position or employment during the contract period.
- 2.10.4 No later than sixty (60) days after notification of award of the contract, the contractor must submit the bond and proof of such coverage to OSCA.

2.11 Breach of Contract:

- 2.11.1 Circumstances may arise where, because of a default by the contractor on its contractual requirements, the state is entitled to recover damages from the contractor for breach of contract. In the event of material breach of the contractual obligations by the contractor, OSCA may cancel the contract. At its sole discretion, OSCA may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. OSCA may specify that the actual cure be completed within no more than 10 working days from notification, or at a minimum that the contractor must provide OSCA within five (5) working days from notification a written plan detailing how the contractor intends to cure the breach and detailing the timeframe for the proposed cure. OSCA shall have the right to reject all proposed cures.
- 2.11.2 If the contractor fails to cure the breach or if circumstances demand immediate action, OSCA will issue a notice of cancellation terminating the contract immediately. If it is determined OSCA improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 2.11.3 If OSCA cancels the contract for breach, OSCA reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as OSCA deems appropriate and charge the contractor for any additional costs incurred thereby.
- 2.11.4 Notwithstanding the provisions described herein, no provision in the contract shall be construed, expressly or implied, as a waiver by OSCA of any existing or future right and/or remedy available by law in the event of any claim by the state of Missouri of the contractor's default or breach of contract.

2.12 Liability:

- 2.12.1 The contractor agrees to hold OSCA, including its agencies, employees and assignees, harmless and indemnify it from liability from claims, damages, or actions arising from its negligent act or omission, or from those committed by its subcontractor(s) or other person(s) employed by or under the supervision of the contractor under the terms of the contract provided that such liability is not the result of the state's negligence or intentional wrong doing or any failure by the state to use the materials in the manner outlined by the contractor in literature or specifications submitted with the contractor's proposal.
- 2.12.2 Contractor's liability for damages to the state for any cause whatsoever, whether in contract or in tort, but excluding negligence, shall be limited in the aggregate to two times the total contract price for all

goods and services over the life of the contract, as stated in Exhibit A. The foregoing limitation of liability shall not apply to:

- a. Claims brought against the state by third parties for bodily injury to persons or damage to real or tangible personal property caused by contractor's negligence or willful misconduct; or
- b. Claims arising out of injury to the person and/or damage to the property of the state, employees of the state, persons designated by the state for training, or any other person(s) other than agents or employees of the contractor, designated by the state for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the deliverables either at the contractor's site or at the state's place of business, provided that the injury or damage was caused by the direct negligence of the contractor; or
- c. Costs or attorneys' fees which the state becomes entitled to recover as a prevailing party in any action, if authorized by law; or
- d. The liability under the section entitled "Inventions, Patents, and Copyrights" to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights.

2.12.3 In no event shall the parties be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except to the extent that contractor's liability for such damages arises out of sub-sections 2.12.

2.12.4 Nothing herein shall be construed to waive or limit the state's sovereign immunity or any other immunity from suit provided by law.

2.12.5 The contractor agrees that for any claim in tort or contract brought against the state of Missouri that its damages are limited to no more than the total contract price.

2.13 Inventions, Patents, and Copyrights:

2.13.1 The contractor shall report to OSCA promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.

2.13.2 OSCA agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against OSCA on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to OSCA under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against OSCA on such issue in any suit or proceeding defended by the contractor. OSCA agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless OSCA notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to OSCA becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for OSCA the right under such

patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to OSCA, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by OSCA, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to OSCA by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

2.13.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by OSCA in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of OSCA with respect to any alleged patent infringement by such product or part.

2.13.4 If any copyrighted material is developed as a result of the contract, OSCA shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for the Missouri judiciary's purposes or the purpose of the state of Missouri.

2.14 Insurance:

2.14.1 The contractor shall understand and agree that OSCA cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must have and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect OSCA, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds OSCA as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and OSCA is protected as an additional insured. In the event any insurance coverage is canceled, OSCA must be notified immediately.

2.15 Governing Law:

2.15.1 The contract shall be construed according to the laws of the state of Missouri. To the extent that a provision of the contract is contrary to the Constitution or laws of the state of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and OSCA.

2.16 Actions, Suits or Proceedings:

2.16.1 The contractor must warrant there are no actions, suits or proceedings, pending or threatened, that will have a material adverse effect on the contractor's ability to fulfill its obligations under the contract. The contractor must further warrant they will notify OSCA immediately if the contractor becomes aware of any action, suit or proceeding, pending or threatened that will have a material adverse effect on the contractor's ability to fulfill the obligations under the contract.

2.17 Substitutions of Products/Services:

2.17.1 The contractor shall not substitute any item that has been awarded to the contractor without the prior written approval of OSCA.

2.17.2 OSCA reserves the right to allow the contractor to substitute any new product or service offered by the contractor on all undelivered and future orders if the quality is equal to or greater than the product/service under the contract and if the prices are equal to or less than the contract prices. OSCA shall be the final authority as to acceptability.

2.18 Contract Monitoring:

2.18.1 OSCA reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If OSCA determines the contractor to be at high-risk for non-compliance, OSCA shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not be limited to, those conditions specified below:

- a. Withholding authority to proceed to the next phase of the project until OSCA receives evidence of acceptable performance within a given contract period;
- b. Requiring additional, more detailed financial reports or other documentation;
- c. Additional contract monitoring/project oversight;
- d. Requiring the contractor to obtain technical or management assistance; and/or
- e. Establishing additional prior approvals from OSCA.

2.19 Warranty of Contractor Capability:

2.19.1 The contractor must warrant they are financially capable of fulfilling all requirements of the contract and is a validly organized entity that has the authority to enter into the contract. The contractor must warrant it is not prohibited by any loan, contract, financing arrangement, trade covenant or similar restriction from entering into the contract.

2.20 Subcontractor:

2.20.1 Any subcontract for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and OSCA and to ensure that OSCA is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind, related to a subcontract in those matters described in the contract between OSCA and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a sub-contractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain written approval from OSCA prior to establishing any new subcontracting arrangements or before changing any sub-contractor. The approval shall not be arbitrarily withheld.

2.20.2 The contractor may use sub-contractors in support of this contract upon written approval of OSCA. However, the contractor shall remain solely responsible for the performance of this contract.

2.20.3 All payments for products and/or services shall be made directly to the contractor. If a subcontractor is to be used, the subcontractor shall be identified in the proposal and shall include the nature of the services to be performed.

2.20.4 Contractor's employees or agents, if any, who perform services for OSCA under this contract shall also be bound by the provisions of this contract. At the request of OSCA, the contractor shall provide adequate evidence that such persons are their employees or agents. OSCA shall not be responsible to contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

2.21 Authorized personnel:

2.21.1 All of the offeror's employees providing services to OSCA through this contract must be authorized to work in the United States in accordance with applicable federal and state laws and regulations. This includes, but not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A. If the offeror fails to comply, OSCA shall declare a breach of contract resulting in an immediate cancellation of the contract with no penalty.

2.21.2 The offeror must function as the single point of contact for OSCA, regardless of any subcontract arrangements. This shall include assuming responsibility and liabilities for all problems relating to all services provided.

2.21.3 In accordance with this RFP, the offeror shall understand and agree the individual employees provided by the offeror shall not be utilized on any project in such a manner that conflicts with U.S. Internal Revenue Service and/or U.S. Department of Labor laws and regulations pertaining to distinctions between employees and offerors.

2.22 Contractor Status:

2.22.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of OSCA or the court. The contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold harmless OSCA its officers, agents and employees from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.23 Coordination:

2.23.1 The contractor shall fully coordinate all contract activities with those activities of OSCA. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to OSCA throughout the effective period of the contract.

2.24 Property of State/Confidentiality:

2.24.1 All reports, documentation and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of OSCA. The contractor shall agree and understand all discussions with the contractor and all information gained by the contractor as a result of the

contractor's performance under the contract shall be confidential; and no reports, documentation or material prepared as required by the contract shall be released to the public without the prior written consent of OSCA. Upon expiration, termination, or cancellation of the contract, all documents, data, reports, supplies, equipment and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of OSCA.

2.25 Confidentiality and Security Documents:

- 2.25.1 If required by OSCA, the contractor and any required contractor personnel must sign specific documents regarding confidentiality of information, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.26 Offshore:

- 2.26.1 If any services offered under this RFP are being provided at or by sites outside the continental United States, the contractor MUST disclose such fact and provide details with the proposal. The contractor should review Executive Order 04-09 provided at the following website link http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp and provide adequate explanation of any offshore (outside the United States) product/service to be provided or performed that meets or can be justified pursuant to exception conditions described in Section 4 of the Executive Order.

2.27 Contractor records:

- 2.27.1 The contractor shall maintain financial records, accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles as well as other procedures specified herein.
- 2.27.2 The contractor shall make all records, books and other documents relevant to the contract available at reasonable times and in a format acceptable to OSCA, and/or its designees and/or the auditor of the state of Missouri during the term of the contract and for a period of five (5) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which may arise as a result of the audit.

3.0 SCOPE OF WORK

3.1 General requirements

- 3.1.1 Any and all fees or costs associated with the collection efforts shall be added to the amount due to the court. Any fees or costs associated with such collection efforts shall not exceed twenty percent (20%) of the amount collected. *See* [Section 488.5030](#), RSMo. The cost of collection fee shall be retained by the contractor from the funds received.
- 3.1.2 Any and all costs incurred as a result of collecting accounts are the sole responsibility of the contractor. Payment of all applicable taxes, which are the responsibility of the contractor, shall be included in the collection fee.

- 3.1.3 All work performed shall be conducted according to applicable provisions of the Federal Trade Commission, Federal Fair Debt Collection Practices Act, Fair Credit Reporting Act, Gramm-Leach-Bliley Act, Telephone Consumer Protection Act, Soldiers and Sailors Civil Relief Act, Consumer Financial Protection Act and/or any other federal or state laws pertaining to the collection industry.
- 3.1.4 The contractor shall comply with any applicable Supreme Court of Missouri rules or orders.
- 3.1.5 The contractor shall accept debts from any division of the circuit court, including the municipal division.
- a. The term court shall be defined as the individual divisions participating in the debt collection.
 - b. There is no statute of limitations in Missouri that limits the time for collection for debts owed to the state of Missouri as a result of court costs and fines being imposed in a criminal conviction, therefore the age of the debts in criminal cases will be based on the court's availability of records. Judgments in civil cases have a statute of limitations of 10 years, therefore debts on civil cases with a date of judgment exceeding ten (10) years shall not be referred to the contractor unless the judgment has been revived.
- 3.1.6 The information regarding account referral and payment/adjustment/updates from courts using the approved statewide case management system shall be electronically transferred to the contractor in one file, with each court having a separate record. The contractor will be responsible for updating their records from this information. Upon contract award, an interface and related documentation shall be mutually developed between the contractor and OSCA, depicting the information, manner and format the file shall be transferred.
- 3.1.7 The information regarding account referral and payment/adjustment/update from courts not using the approved statewide case management system may be transferred to the contractor electronically or by other agreed upon format. The contractor shall be responsible for updating their records from this information. A process shall be mutually developed between the contractor and OSCA depicting the information, manner and format to be used by the courts who are not using an approved case management system.
- 3.1.8 A debtor may have multiple cases in one court or in multiple courts. The contractor shall apply the payment to an individual court case or multiple court cases as directed by the debtor. In the absence of such designation, the payment shall be applied based on a standard mutually agreed upon by the contractor and OSCA.
- 3.1.9 If a case has been reported to the contractor, the courts may still receipt payments for that case but the court shall collect the contractor's fee in addition to the outstanding debt and submit the contractor's fee to the contractor within five (5) working days of receipt. The contractor's fee shall not be assessed when funds are collected through the Tax Intercept Program, Missouri Lottery Intercept and Missouri Department of Corrections or when the outstanding debt has been reduced by judicial order or other alternative payment method.

3.2 Collection/Recovery:

- 3.2.1 The contractor shall assign and maintain a collection staffing level appropriate to the volume of accounts assigned.

- 3.2.2 The contractor shall instruct all debtors to make payments payable to the contractor or a mutually agreed upon account name (The Collection Account for Missouri Courts). The contractor must provide a receipt to the debtor; the receipt may be an electronic receipt.
- 3.2.3 The contractor shall perform skip-tracing activities to locate all debtors with a total debt to the courts in excess of \$100.00. The skip-tracing shall consist of verification and/or identification of social security number, address and/or telephone information through established reliable sources including, but not limited to, the National Coles Directory, Nation/Local directory assistance, National Credit Bureaus and any source available to the contractor.
- 3.2.4 The contractor shall obtain prior written approval from OSCA on the verbiage, format and content of any and all correspondence sent to a debtor or their representative. OSCA may review such correspondence yearly.
- 3.2.5 The contractor shall accept payments from the debtor by telephone, mail or through a secure website. The contractor shall maintain a toll free telephone number for debtors to contact them. The contractor may provide additional methods of customer service as well.
- 3.2.6 The contractor shall obtain prior written approval from OSCA before out bound calling. The content of such calls shall also be approved. OSCA may review such content yearly upon request.
- 3.2.7 If the contractor discovers the debtor is deceased, the court may authorize the contractor to pursue any estate residual if the contractor provides a copy of the death certificate to the court.
- 3.2.8 The contractor shall stop performing collection procedures on accounts when directed by a court representative without the court incurring any charge. The contractor agrees that in the event a court action occurs on an account which has been assigned for debt collection, where said action negates collection activity (such as, but not limited to, Work Alternative assignment, Community Service assignment, or credit for jail time served in lieu of fine, or payments received by the court resulting from the account participating in the Missouri Department of Revenue's Tax Intercept Program, Missouri Lottery Intercept program and Missouri Department of Corrections collection program), or where such action waives, reduces or suspends amounts due to the court, from the date of said action forward, no collection fee shall be applicable on said account. The contractor shall be entitled to retain any fee due them on payments made on such accounts prior to action taken by the court.
- 3.2.9 The contractor agrees not to pursue any legal action on behalf of the courts as part of their duties under this contract unless specifically authorized in writing by OSCA. The contractor must explain and propose any legal actions that could benefit the court.
- 3.2.10 The contractor is responsible for collecting on any non-sufficient funds items resulting from a payment transaction received by the contractor on referred accounts, in accordance with state and federal law.
- 3.2.11 The contractor is responsible for contacting the individual who remitted monies when insufficient information is available to identify the debt for which the payment was made. If a court can be identified, the court shall be contacted in an effort to identify the applicable debt. All funds remaining unidentified where the remitter can be identified, shall be returned to the remitter within 30 days of receipt. Funds not returned, or that are returned with no other addresses available, shall be submitted to Missouri State Treasurer, Unclaimed Property. Unidentified funds being held by the contractor shall be reported to OSCA monthly. Reporting shall include a beginning balance, detail additions to the unidentified listing

as well as deletions for amounts paid out and the ending balance. An itemized listing identifying the amounts that make up the ending balance is also required.

3.3 System Data and Accounting:

- 3.3.1 The contractor shall ensure the confidentiality, security and safety of court files, documents, computer files, etc., that are utilized in the collection process.
- 3.3.2 The contractor shall post all payments and adjustments in their collection system within one working day of receipt so they can provide the courts with the current status of all payments and adjustments. This information shall be available to the court as described in section 3.3.3.
- 3.3.3 The contractor shall provide to OSCA and the courts, a secure web-based application that displays court specific data contained on the contractor's computer system. The contractor shall provide software, maintenance and technical support to ensure access. The contractor shall be responsible for all costs associated with the software and/or maintenance requirements to include any cost associated with telecommunications and connectivity.
- 3.3.4 The contractor shall ensure all payments received by the contractor during a monthly period shall be forwarded electronically to the courts by the fifth business day of the following month. Additionally, the contractor must maintain appropriate mechanisms for verifying and tracking all payments. Concurrent with the electronic funds transfer, the contractor shall electronically send to each court, a list of the accounts included in the funds transfer.
- 3.3.5 The contractor shall maintain programmatic records and reports in accordance with the contract. The contractor records and reports shall be kept in accordance with generally accepted accounting standards. The contractor shall retain all books, records and other relevant documents for a minimum of five years after the contract expires.
- 3.3.6 The contractor shall update account records only from information received from the courts on an approved adjustment sheet or other medium as determined by OSCA. At no time shall the contractor accept information supplied by a debtor or any other source as evidence to support updating any account balance.
- 3.3.7 Based on procedures mutually agreed to by OSCA and the contractor, the contractor shall report balances and payment activity to the national credit bureau(s) and shall be responsible for updating all such account information to the credit bureau. The contractor shall use an account number as identified by the court for the reporting purposes to the credit bureau(s). If the court has identified that it is deemed appropriate to update any information on the credit bureau(s) the contractor shall perform the necessary notification to the credit reporting agencies and shall confirm the update/change request back to the court in a format designated by OSCA. At the termination of the contract, the contractor must cancel all files at any and all credit bureaus. Upon cancellation of files, the contractor shall notify the appropriate court(s).
- 3.3.8 The contractor shall provide a secure method for each court to view updates to personal information, including but not limited to names changes and address and social security number updates associated with accounts placed by that court. The contractor shall absorb all costs associated with any computer system enhancements and upgrades necessary to comply with this requirement.

3.4 Contract Administration:

- 3.4.1 The contractor shall assign a Contract Administrator who shall be the primary contact person for OSCA and shall be responsible for the monitoring and coordination of all aspects of the contract. The contractor shall identify the primary contact(s) for the courts.
- 3.4.2 The Contract Administrator shall provide for a toll-free telephone number for themselves and for company representatives responsible for the courts' accounts during standard business hours, 8 am to 5 pm, Central Time. The representatives identified by the Administrator shall have the responsibility and authority for Collection Management, Accounting and Technology. A maximum of one-hour turnaround time for acknowledgment of the court's inquiries is required. A process to escalate issues or problems shall be provided, including contact information.
- 3.4.3 The contractor and OSCA shall mutually establish routine written procedures, within the scope of this Contract, for handling the services described herein. Such procedures shall be subject to OSCA's approval.
- 3.4.4 Upon completion of the first twelve (12) months of the contract, the contractor shall submit to OSCA an independent certified public accountant's evaluation of internal controls related to monies paid the courts. Every two (2) years after the initial review, the contractor shall have a full scope audit (not a review) of the accuracy of monies receipted and dispersed, a study and evaluation of internal controls related to monies dispersed to the courts conducted in accordance with generally accepted auditing standards. The contractor agrees to grant permission to OSCA and/or the state of Missouri auditors to review all work-papers retained by the contractor's independent accountant.
- 3.4.5 Within 90 days following the expiration or termination of the contract, the contractor shall provide OSCA with an independent certified public accountant's evaluation of internal controls related to monies receipted and dispersed to the courts. This examination shall be a full scope audit (not a review) of the accuracy of monies receipted and dispersed, and a study and evaluation of internal controls related to monies dispersed to the courts, conducted in accordance with generally accepted auditing standards. The contractor agrees to grant permission to OSCA and/or the state of Missouri auditors to review all work-papers retained by the contractor's independent accountant.

3.5 Report and Form Requirements:

- 3.5.1 The contractor shall, prior to account referral and on an ongoing basis, as needed, provide OSCA with a signed Confidentiality Oath (Attachment #1) for all employees authorized or assigned to any type of access or management of the courts accounts. Failure to comply and or fully disclose all matters to OSCA shall render the employee ineligible to provide service.
- 3.5.2 The contractor, at a minimum, shall remit the following required reports as well as any other report(s) as deemed necessary by OSCA. The reports shall be formatted, tracked and totaled with the Missouri fiscal year dates of July 1 through June 30. The contractor shall submit all information on accounts to OSCA in the format designed or approved by OSCA.
 - a. Cash Receipt and Disbursement Report: shall consist of a listing of all payments by date, defendant name, court location, designated court reference numbers, payment amount, type of payment, balance of account and all disbursements by court location, court reference number, amount and date. The report shall be delivered electronically to OSCA by the fifth working day of each month for all transactions and to each court for transactions applicable to that court.

The contractor shall provide a separate accounting for each payment category to ensure a clean payment transaction trail. Reports containing errors must be corrected and resubmitted.

- b. Non-Sufficient Funds Report: shall consist of an accounting summary of all non-sufficient funds (NSF) collection transactions processed. This report shall be delivered electronically to OSCA by the fifth working day of each month. Each statement shall include the debtors name, court location, designated court reference number, check amount and copies for all reported NSF checks.
- c. Performance Analysis Report: shall consist of the monthly liquidation rate of all accounts, including monthly collection total, collections to date (historical data), account referral to date (historical data), fees earned by the contractor, account balance and funds returned to the courts. This report shall be delivered electronically to the individual court for their applicable accounts and OSCA by the fifth working day of each month. The report to the courts shall include only applicable court transactions. The report to OSCA shall include all transactions. The report shall be provided in detail and summary.
- d. Individual Payment History: (provided upon request by a court or OSCA) shall include the defendant's name, designated court reference number(s), amount, balance and date of each payment received by the contractor and the type of payment received. This report shall also be provided upon request to the debtor. The contractor may charge a reasonable fee to the debtor, with prior approval in writing from OSCA.
- e. Collection Recovery Report: shall include the dates and amounts of referrals to the contractor, the monthly recovery rate per referral and accumulative totals of recovery on a monthly and ongoing basis. This report shall be delivered electronically by the fifth working day of each month to the individual court for their applicable accounts and to OSCA for all accounts. The report shall provide a detail and summary.
- f. Special Account Activity Report: shall consist of an ongoing itemization of collection activity performed on accounts identified by the courts. The itemization shall include all collection, skip-tracing and activity for the accounts identified and recommendations from the contractor. This report shall be delivered electronically by the fifth working day of each month to the individual courts for their applicable accounts and to OSCA for all accounts. The report shall also list accounts determined to be uncollectible during the time period sorted by status as determined by the contractor. Report shall also include a summary of accounts and amounts for each status. The statuses shall include, but not be limited to:
 - 1. Debtor cannot be located,
 - 2. Debtor is deceased,
 - 3. Debtor can be located but refuses to pay,
 - 4. Debtor can be located but currently appears to be incapable of paying, or
 - 5. Debtor is incarcerated.

4.0 PROPOSAL SUBMISSION, EVALUATION AND AWARD INFORMATION

Preparation and Submission of Proposals:

- 4.1 Proposal Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

Signed RFP and RFP Amendment Cover Pages

Exhibit A - Cost (Pricing Pages)

Exhibit B - Experience of Organization and Expertise of Personnel

Exhibit C - Method of Performance

Exhibit D - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Exhibit E - Business Entity Certification, Enrollment Documentation and Affidavit of Work
Authorization

Exhibit F - Miscellaneous Information

State of Missouri, Terms and Conditions, Request for Proposal

- a. Offerors are strongly encouraged to structure their proposal so that the individual provisions of the exhibit language precede each of the offeror's responses. Offerors are discouraged from referring evaluators to other sections of their proposal to find their response to a particular RFP provision. Poorly organized or responded to proposals may result in reduced subjective evaluation consideration being given.

- 4.2 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories to allow OSCA to conduct a complete and efficient evaluation. OSCA is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to the requirements herein or the offeror's proposed software should be excluded from the offeror's proposal. To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein.

- a. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The proposal should be page numbered.
- c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

- 4.3 The offeror may submit preprinted marketing materials with the proposal. However, the offeror is advised such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the offeror. The offeror is strongly discouraged from relying on such materials in presenting products and services for consideration by OSCA.

- 4.3.1 The offeror should present a detailed description of all products and services proposed in the response to this RFP. It is the offeror's responsibility to make sure all services proposed are adequately described. A detailed explanation of how the offeror can accomplish delivery and installation services shall be

provided. It should not be assumed the evaluator has specific knowledge of the services proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

- 4.4 Proposal submission: When submitting a proposal via the USPS mail, courier service or if hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
- b. Recycled Products - OSCA recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.
 - c. Proposal Copies: The hardcopy proposal should include an original document. In addition, for each copy provided, the offeror should include at least one (1) complete electronic copy of their proposal in Microsoft compatible format or in .pdf. The electronic copy may be e-mailed to the address on the cover page or on a flash drive(s).
- 4.4.1 The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.
- 4.4.2 The front cover of the original hard copy proposal should be labeled “**original**” and the front cover of all copies should be labeled “**copy**.”
- 4.5 Confidentiality of bids and Proprietary Materials:
- a. Pursuant to section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
 - b. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
 - 1) Offeror's entire proposal;
 - 2) Offeror's pricing;
 - 3) Offeror's proposed method of performance including schedule of events and/or deliverables;
 - 4) Offeror's experience information including customer lists or references;
 - 5) Offeror's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see section 610.021 RSMo. Paragraph 15).
 - d. In the event that the offeror does submit information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such parts of their proposal must be separated and clearly marked as confidential within the offeror's proposal along with an explanation of what qualifies the material to be held as confidential pursuant to the provisions of section 610.021 RSMo. The offeror's failure to follow this instruction shall relieve OSCA of any obligation to preserve the confidentiality of the documents.

- e. The offeror's sole remedy for OSCA's denial of any confidentiality request shall be limited to withdrawal and return of their proposal at the offeror's expense.
- 4.6 Imaging Ready: Except for any portion of a proposal qualifying as proprietary or confidential as determined by OSCA as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content and clarity of information.
- 4.7 Compliance with Requirements, Terms and Conditions: The offeror is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements. The offeror agrees that in the event of conflict between any of the offeror's terms and conditions and those contained in the RFP that the RFP shall govern. Taking exception to OSCA's terms and conditions may render an offeror's proposal unacceptable and remove it from consideration for award.
 - a. The offeror is cautioned that OSCA will not award a non-compliant proposal and, as a result, any offeror indicating non-compliance with any requirements, terms, conditions and provisions of the RFP will be eliminated from further consideration for award unless OSCA exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issues.
- 4.8 Questions Regarding the RFP: Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the contact indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the individual on the cover page.
 - a. The buyer may be contacted via e-mail or phone as shown on the first page.
 - b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.
- 4.9 Miscellaneous Information:
- 4.10 Offerors as Employees: Offerors who are employees of the state of Missouri, a member of the Missouri General Assembly or a statewide elected official should complete, sign and return Exhibit G with their proposal. This document must be satisfactorily completed prior to award of the contract.
- 4.11 Warranty of Offeror Capability: The offeror warrants that it is financially capable of fulfilling all requirements of this contract, that there are no legal proceedings against it that could threaten performance of this contract, and that the offeror is a validly organized entity that has the authority to enter into this contract. The offeror is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this contract.

- 4.12 Evaluation Process: Upon determining if a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Evaluation Criteria Scoring Category	Maximum Points
Required Costs: Required Pricing	20
Experience of Organization and Expertise of Personnel	30
Method of Performance	30
Technical Capabilities and Functionality	20
TOTAL	100

- 4.12.1 The evaluation shall cover the original contract period plus renewal periods. The cost evaluation shall include all mandatory requirements for the debt collection service. However, OSCA reserves the right to evaluate optional items, if deemed necessary.

- 4.12.2 After an initial evaluation process, offerors may be contacted to respond to questions or concerns from the evaluation team.

- 4.13 Evaluation of Experience of Organization and Expertise of Personnel:** The evaluation of the Experience of Organization and Expertise of Personnel shall be subjective based on fact. Information provided by the offeror in response to Exhibit B of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

- 4.13.1 As part of the evaluation process, OSCA may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror.

- 4.13.2 The offeror should provide information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this document. If the contact person is not available, or is otherwise unable to be reached during the evaluation, the listed experience may not be considered.

- a. Name, address and telephone number of client/contracting agency and a representative of the client/agency who may be contacted for verification of all information submitted;
- b. Dates of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.

- 4.13.3 The offeror shall agree and understand that OSCA is not obligated to contact the offeror's references.

4.14 Evaluation of Technical Capabilities and Functional and Method of Performance:

- 4.14.1 The evaluation of the Technical Capabilities and Method of Performance shall be subjective based on fact. Information provided by the offeror in response to Exhibit C of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

- a. As part of the evaluation process, OSCA reserves the right to use the information gained offeror's references in Exhibit B and to evaluate the offeror's Exhibit C, as applicable.

References for current and/or previous contracts shall be identified on Exhibit B.1.

- 4.14.2 **Proposed Method of Performance:** The offeror must provide their proposed method of performance. This should outline the process from when an account is submitted for collection, the internal process for confirming the contact information, how the contacts are made throughout the collection process, updating information, how funds are received and accounted for, how the funds are transferred to the court, communication with the courts and OCSA and other pertinent information regarding the collection process.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION INCLUDING POINTS SCORED AND MAY RESULT IN REJECTION OF THE VENDOR'S PROPOSAL.

- 4.15 The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All quotes shall be firm fixed price for the contract period stated on page one. Unless stated herein, OSCA shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.
- 4.15.1 **Required Pricing:** The cost evaluation of required pricing (20 points maximum) shall be based on the Pricing for Mandatory Requirements provided by the offeror in response to Exhibit A.1 and A.2, Required Pricing Pages. Required Pricing cost evaluation points shall be determined from the result of the total prices stated in Exhibit A.1 and A.2 using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \begin{matrix} 20 \\ \text{maximum} \\ \text{cost} \\ \text{points} \end{matrix} = \text{Cost evaluation points}$$

- 4.15.2 Offerors are advised that the assumptions used for the cost calculation are estimated averages. The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. OSCA makes no guarantee regarding the accuracy of the quantities stated nor does OSCA intend to imply that the figures used for the cost evaluation in any way reflect actual or anticipated usage.

- 4.16 Competitive Negotiation of Proposals:** The offeror is advised under the provisions of this RFP; OSCA reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing or by telephone;
- b. Negotiations will only be conducted with potentially acceptable proposals. OSCA reserves the right to limit negotiations to those proposals receiving the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer;
- c. Terms, conditions, prices, methodology or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be

required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness and acceptability of the proposal; and

- d. The mandatory requirements of the RFP shall not be negotiable and shall remain unchanged unless OSCA determines that a change in such requirements is in the best interest of OSCA.

4.17 Business Compliance: The offeror must be in compliance with the laws regarding conducting business in the state of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s), the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon written request by OSCA. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable);
- b. Certificate of authority to transact business/certificate of good standing (if applicable);
- c. Taxes (e.g., city/county/state/federal);
- d. State and local certifications (e.g., professions/occupations/activities);
- e. Licenses and permits (e.g., city/county license, sales permits); and
- f. Insurance (e.g., worker's compensation/unemployment compensation).

4.18 Debarment Certification: The offeror certifies by signing the signature page of this original document and any amendment signature page(s) the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation or otherwise excluded from or ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., (Exhibit C) with the proposal. This document must be satisfactorily completed prior to award of the contract.

4.19 Final Determination: Any offer which does not comply with the mandatory requirements of the RFP shall not be considered for an award. OSCA reserves the right to reject any offer for reasons which may include, but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the offeror within the past five years, and/or (2) inability of the offeror to document responsible and reliable past performances similar to the services required, and/or (3) failure of the offeror to provide a reference(s).

4.20 Contract Award: OSCA anticipates making one award as a result of this RFP. Such an award shall be made to whomever has been documented as being the lowest and best during the evaluation process, as specified herein.

4.20.1 Post award process: The offeror shall name a point of contact (POC) who will be responsible for answering inquiries submitted by OSCA. The POC shall respond to all inquiries within two (2) business days. Answers to inquiries shall be supplied within mutually acceptable timeframes, not to exceed ten (10) business days.

4.20.2 If it is determined by either OSCA or the vendor that changes to the implementation plan submitted with the proposal are necessary, the following process shall be used:

- a. Change is identified and brought to the other party with a modified proposed execution plan
- b. Evaluation of change and execution plan
- c. Response with acceptance or proposal of alternative plan
- d. Execution of agreed modified transition plan

EXHIBIT A

COLLECTION AGENCY SERVICE

Percentage of Gross Collections:

The offeror must provide a percentage of ***gross*** collections in accordance with the provisions and requirements set forth herein. All costs associated with providing the required services shall be included in the stated price(s).

Firm, Fixed Percentage collected: _____%

Note: Pursuant to Section 488.5030, RSMo, the collection fee shall not exceed 20% of the total collections received.

EXHIBIT B
EXPERIENCE OF ORGANIZATION AND EXPERTISE OF PERSONNEL

The evaluation of the offeror's experience of organization shall be subjective based on the ability of the offeror to perform the requirements stated herein. Therefore, the offeror should present detailed information regarding the organization's experience. The following information should be provided by the offeror in order to assist OSCA in evaluation of the offeror's experience. OSCA reserves the right to use this information, including information gained from any other source, in the evaluation process.

B.1 EXPERIENCE OF ORGANIZATION:

1. The offeror should describe any previous contract experiences of a similar nature and complexity in scope, responsibility and technologies involved as what is described in this RFP.
2. The offeror should describe experience with other political subdivisions related to implementing the services if it occurred within the last five years.
3. The offeror should describe the nature of the offeror's business, type of services performed, etc.
4. The offeror should describe the history of the company. The offeror should indicate the number of years its firm has been providing similar type services. The offeror's description should include:
 - Financial stability of the organization and any other financial resources available to the offeror to help support any subsequent contract;
 - Geographical locations of the organization(s)
5. The offeror should provide reference contact information (name, role in project, phone, and e-mail). Please verify correct e-mail address prior to submitting) for the projects described pursuant to the above in order to allow the evaluators to verify the information. Utilizing the table below (or in a similar format), the offeror should provide at least three (3) references that may be contacted and that represent public-sector entities of comparable size and complexity that have acquired and implemented the offeror's solution in the last three years. If applicable, the offeror should provide reference contact information for any comparable state agencies that have acquired and implemented the offeror's solution within the last three years. In addition, the offeror should provide up to three (3) references that may be contacted for any/each subcontractor that the offeror proposes to utilize to meet the requirements of the RFP. Please clearly indicate which references are for subcontractor(s). Please make sure the contact information, including the email addresses, are current, correct and available for reference contact.
6. The evaluator's inability to contact a reference due to incorrect or inaccurate reference information or failure of the reference contact person to respond may be considered an invalid reference.
7. Information gained from references may also be used in the evaluation of Functional/Technical Capabilities, Requirements Compliance Matrix, and Method of Performance.
8. The offeror should indicate whether there is currently and within the past twelve months any legal actions, suits, or proceedings, pending or threatened against the offeror's organization. Please explain. For any subcontractors proposed the same information should be provided for the subcontractor's organization.

9. The offeror should indicate whether or not they have had service contracts with other governmental and/or private entities that have been canceled prior to expiration or contracts not renewed after the initial contract period within the past five (5) years. Please explain circumstances/reasons for the cancellation and/or non-renewal.

REFERENCE	
Contracting Agency/Entity Client Name:	
Contact Name:	
Contact Title:	
Description of Role / Responsibility the above contact person had in referenced contract work:	
Contact Phone Number:	
Contact Email Address: *please verify accuracy of email address*	
Applicable Dates of Contract Work	
Description of Role / Responsibility in referenced contract work:	

B.2 EXPERTISE OF PERSONNEL

1. The offeror should describe the expertise of personnel assigned to the project, including qualification and relevant experience of staff proposed. Previous contract experiences of a similar nature and complexity in scope, responsibility, and technologies involved as what is described in this RFP. Specifically, the offeror should describe their experience working with large complex organizations and any experience with implementing their solution for state agencies. For all personnel assigned to this engagement, the offeror should list the role each played on each project provided as a reference.
2. The offeror should provide detailed information about the experience and qualifications of the key staff assigned to this project in the format shown below (identified staff titles are state agency-envisioned roles). **Identify whether the staff is that of the contractor or a subcontractor.** This staff information should include the information requested in the table below:
 - Key Staff and Title
 - Roles & Responsibilities
 - Planned Level of Effort
 - Anticipated duration of involvement with project
 - Education
 - Training/Certifications
3. It is preferred that the contractor identify key staff titles and job descriptions. The contractor may name one individual to serve in more than one of the job functions.
4. If personnel are not yet named, the offeror should provide:
 - Detailed descriptions of the required employment qualifications; and

- Detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION INCLUDING POINTS SCORED AND MAY RESULT IN REJECTION OF THE VENDOR'S PROPOSAL.

EXHIBIT C

PROPOSED METHOD OF PERFORMANCE

The evaluation of the offeror's proposed method of performance shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding plans and approaches for meeting the objectives and tasks specified in the RFP. The following information should be provided by the offeror in order to verify their proposed method of performance. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

METHOD OF PERFORMANCE

- 1) The offeror should include a written narrative addressing each item of the Performance Requirements section including the use of subcontractors.
- 2) The offeror should provide a detailed technical work plan and approach for meeting the requirements in the Performance Requirements section of this RFP. The offeror should include a written narrative addressing each item of the Performance Requirements section.
- 3) The offeror shall explain the process if an issue needs to be escalated to a higher level. This should include time lines for answering and potentially solving the issue.

EXHIBIT D
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal, it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a software of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this

transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

EXHIBIT E
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BUSINESS ENTITY CERTIFICATION:

The vendor must certify their current business status by completing either Box A or Box B below.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (*Company/Individual Name*) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
☐ The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (*Company/Individual Name*) is awarded a contract for the services requested herein under _____ (*RFP Number*) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then _____ (*Company/Individual Name*) shall, prior to the performance of any services as a business entity under the contract:

- (1) Enroll and participate in the E-Verify (see below for E-Verify contact information) federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide the documentation required herein affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit a completed, notarized Affidavit of Work Authorization provided below.

Authorized Representative’s Name
(Please Print)

Authorized Representative’s Signature

EXHIBIT E, continued

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (*Business Entity Name*) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

As a business entity, the vendor must:

- (1) Enroll and participate in the E-Verify (see below for E-Verify contact information) federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide the documentation required herein affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit a completed, notarized Affidavit of Work Authorization provided below.

The vendor should complete and submit items (2) and (3) above with the proposal but must submit them prior to an award of a contract.

EXHIBIT E, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The vendor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (*Name of Business Entity Authorized Representative*) as
_____ (*Position/Title*) first being duly sworn on my oath, affirm
_____ (*Business Entity Name*) is enrolled and will continue to participate in the E-Verify
federal work authorization program with respect to employees hired after enrollment in the program who are
proposed to work in connection with the services related to _____ (*RFP Number*) for the duration of
the contract, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that
_____ (*Business Entity Name*) does not and will not knowingly employ a person who is an
unauthorized alien in connection with the contracted services related to _____ (*RFP Number*) for the
duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT F
MISCELLANEOUS INFORMATION

Executive Order 04-09: Products and/or Services Provided Outside United States

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the offeror's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes ____	No ____
If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following web link: http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf)	Yes ____	No ____
<p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p>____ a. Unique good or service.</p> <ul style="list-style-type: none"> • EXPLAIN: _____ <p>____ b. Foreign firm hired to market Missouri services/products to a foreign country.</p> <ul style="list-style-type: none"> • Identify foreign country: _____ <p>____ c. Economic cost factor exists</p> <ul style="list-style-type: none"> • EXPLAIN: _____ <p>____ d. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.</p> <ul style="list-style-type: none"> • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ____% • Specify what contract work would be performed outside the United States: _____ 		

Employee/Conflict of Interest:

Offerors who are elected or appointed officials or employees of the state of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the state of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the state of Missouri or any political subdivision thereof:	
If employee of the state of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the state of Missouri or political subdivision thereof:	_____%

EXHIBIT F, (continued)

Contact Information

If different from the information provided on the front page of the RFP, the offeror should provide all necessary contact information including the RFP Coordinator and Contract Coordinator if awarded a contract, etc.

RFP COORDINATOR CONTACT INFORMATION	
<i>i.e. person to be contacted for questions and other coordination activities regarding the offeror's proposal</i>	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

CONTRACT COORDINATOR CONTACT INFORMATION	
<i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i>	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

ATTACHMENT #1

STATE OF MISSOURI/OFFICE OF STATE COURTS ADMINISTRATOR

CONFIDENTIALITY OATH

I have been notified that Section 32.057 of the Missouri Revised Statutes, and Section 7213 of the Federal Internal Revenue Code imposes criminal penalties for the unauthorized disclosure of tax information received from the federal government or by the State of Missouri. I will not reveal the condition or affairs of any person, firm or institution in this State, or any facts pertaining to same that may come to my knowledge by virtue of my work, unless required or authorized by law to do so.

Signature of Employee/Agent

Witness

Date

STATE OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in Missouri for which the equipment, supplies and/or services are being purchased by the **Office of State Courts Administrator (OSCA)**.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Contractor** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies and/or services as required in the RFP document.
- f. **Buyer** means the contract staff member of the Office of State Courts Administrator. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies and/or services.
- h. **Vendor** means a person or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the contractor to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the Office of State Courts Administrator to potential contractors for the purchase of equipment, supplies and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments and Amendments thereto.
- k. **May** means that a certain feature, component or action is permissible, but not required.
- l. **Must** means that a certain feature, component or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the contractor must state the price(s) applicable for the equipment, supplies and/or services required in the RFP. The pricing pages must be completed and submitted by the contractor with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the state of Missouri.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of Missouri. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and OSCA.
- c. The contractor must be registered and maintain good standing with the Secretary of State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the contractor's responsibility to ask questions, request changes or clarification or otherwise advise OSCA if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory and/or arbitrary or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from contractors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from OSCA, unless the RFP specifically refers the contractor to another contact. Such e-mail or phone communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the contractor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all contractors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore contractors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Contractors are cautioned that the only official position is that which is issued by OSCA in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. OSCA monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among contractors, price-fixing by contractors or any other anticompetitive conduct by contractors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. OSCA reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Contractors **must** examine the entire RFP carefully. Failure to do so shall be at the contractor's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The contractor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the contractor shall explain, in

detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event the contractor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such contractor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The contractor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by OSCA (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by OSCA. If OSCA determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign contractor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted either by a hard copy or electronically via e-mailed to the OSCA contract office. All proposals must (1) be submitted by a duly authorized representative of the contractor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Delivered or e-mailed proposals should be received in the OSCA office prior to the target time and date specified in the RFP.
- b. The envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official target date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal which has been delivered to OSCA may be modified by signed, written notice which has been received by OSCA prior to the official target date and time specified. A proposal may also be modified in person by the contractor or its authorized representative, provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal which has been delivered to OSCA may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail or facsimile which has been received by OSCA prior to the official target date and time specified. A proposal may also be withdrawn in person by the contractor or its authorized representative, provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the contractor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the Contractor.
- f. Contractors delivering a hard copy bid to OSCA must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the contractor of all RFP terms and conditions. Proposals submitted electronically may be scanned and submitted. Failure to do so may result in rejection of the proposal unless the contractor's full compliance with those documents is indicated elsewhere within the contractor's response.
- g. Faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in OSCA office prior to the official opening date and time shall be considered late, regardless of the degree of lateness and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the contractor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a contractor shall be subject to evaluation if deemed by OSCA to be in the best interest of the judiciary.
- c. The contractor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit OSCA. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to OSCA.
- d. Awards shall be made to the contractor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the contractor and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes and all applicable Executive Orders.
- e. In the event all contractors fail to meet the same mandatory requirement in an RFP, OSCA reserves the right, at its sole discretion, to waive that requirement for all contractors and to proceed with the evaluation. In addition, OSCA reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. OSCA reserves the right to reject any and all proposals.
- g. When evaluating a proposal, OSCA reserves the right to consider relevant information and fact, whether gained from a proposal, from a contractor, from contractor's references or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those contractors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing contractors.
- j. Any award of a contract shall be made by notification from OSCA to the successful contractor. OSCA reserves the right to make awards by item, group of items or an all or none basis. The grouping of items awarded shall be determined by OSCA based upon factors such as item similarity, location, administrative efficiency or other considerations in the best interest of the judiciary.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. Contractors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. OSCA reserves the right to request clarification of any portion of the contractor's response in order to verify the intent of the contractor. The contractor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).

- n. The final determination of contract(s) award shall be made by OSCA.

8. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the contractor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the Contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any and (4) OSCA's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by OSCA does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for OSCA, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and OSCA or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

9. INVOICING AND PAYMENT

- a. OSCA does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of OSCA.
- d. Payment for all equipment, supplies and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. OSCA assumes no obligation for equipment, supplies and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies and/or services purchased by OSCA shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. OSCA reserves the right to purchase goods and services using the state purchasing card.

10. DELIVERY

Time is of the essence. Deliveries of equipment, supplies and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

11. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies and/or services received by OSCA pursuant to a contract shall be deemed accepted until OSCA has had reasonable opportunity to inspect said equipment, supplies and/or services.
- b. All equipment, supplies and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. OSCA reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. OSCA's right to reject any unacceptable equipment, supplies and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

12. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by OSCA, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies and/or services.

13. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the state of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

14. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by OSCA of any existing or future right and/or remedy available by law in the event of any claim by OSCA of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to OSCA of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the state of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies and/or services purchased or procured by the contractor in the fulfillment of the contract with OSCA.

15. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, OSCA may cancel the contract. At its sole discretion, OSCA may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification or at a minimum the contractor must provide OSCA within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, OSCA will issue a notice of cancellation terminating the contract immediately. If it is determined OSCA improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If OSCA cancels the contract for breach, OSCA reserves the right to obtain the equipment, supplies and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as OSCA deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

16. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

17. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary or upon the appointment of a receiver, trustee or assignee for the benefit of creditors, the contractor must notify OSCA immediately.
- b. Upon learning of any such actions, OSCA reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

18. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect and hold harmless OSCA, its officers, agents and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure and standards applicable to layoff, recall, discharge, demotion and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, OSCA shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension or debarment by OSCA until corrective action by the contractor is made and ensured and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

20. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

21. FILING AND PAYMENT OF TAXES

OSCA and other agencies to which the state purchasing law applies shall not contract for goods or services with a contractor if the contractor or an affiliate of the contractor makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the contractor" shall mean any person or entity that is controlled by or is under common control with the contractor, whether through stock ownership or otherwise. Therefore contractor's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

22. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 03-11-2015